

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1	
839628 PHELAN HALLINAN DIAMOND & JONES, PC 1617 JFK Boulevard, Suite 1400 Philadelphia, PA 19103 856-813-5500 Attorneys for BAYVIEW LOAN SERVICING, LLC	
In Re:	Case No.: 20-16809 - RG
NORMAN HYMAN	Chapter: 13
Debtor	Judge: ROSEMARY GAMBARDELLA

NOTICE OF MORTGAGE FORBEARANCE

The undersigned is the Attorney for Creditor BAYVIEW LOAN SERVICING, LLC in this matter. On or about September 14, 2020, the loan ending in 6784 (“subject mortgage loan”), secured by real property described as 176 PARK AVE, RANDOLPH TWP, NJ 07869, continues to be impacted by COVID-19. Pursuant to State and/or Federal guidelines a forbearance was offered, and is now being extended, the terms of which are as follows:

1. The parties agree to an extension of the forbearance period of 3 months and Debtor has elected to not tender mortgage payments to Creditor that would come due on the subject mortgage loan starting October 1, 2020 through December 1, 2020.
2. Debtors will resume mortgage payments beginning January 1, 2021 and will be required to cure the delinquency created by the forbearance period (“forbearance arrears”).
3. The payment amount currently is \$1,958.43.
4. The Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. Creditor does not waive its rights under the terms of the note and mortgage or

under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

5. The Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the mortgage, including, but not limited to, a lapse in insurance coverage or payment of property taxes.

6. The Debtor do not waive any rights upon expiration of the forbearance period. Prior to the expiration of the forbearance period, the Debtor must take the following affirmative steps to address the status of the subject mortgage loan including, but not limited to: (a) bringing the account post-petition current; (b) requesting extension of the forbearance period; (c) applying for loss mitigation; and/or (d) amending the Chapter 13 Plan.

7. Any objection to this Notice must be filed and served not later than 14 days after the filing of the Notice. The Court may conduct a hearing on the objection.

This Notice is intended to disclose a temporary forbearance of the Debtor(s)' obligation to remit post-petition payments for the forbearance period. Nothing within this Notice should be construed to alter any rights, duties, or deadlines that are not related to the remittance of post-petition mortgage payments.

Dated: September 16, 2020

/s/ Robert J. Davidow
Robert J. Davidow, Esq.
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CERTIFICATION OF SERVICE

Norman Hyman
176 Park Ave
Randolph, NJ 07869-3445
VIA REGULAR MAIL
(Debtor)

J. Todd Murphy
Todd Murphy Law
90 Washington Valley Rd
Bedminster, NJ 07921
(Attorney for Debtors)

Marie-Ann Greenberg
Chapter 13 Standing Trustee
30 Two Bridges Rd
Suite 330
Fairfield, NJ 07004
(Chapter 13 Trustee)

I, Miguel Zavala, Bankruptcy Secretary for the law firm of Phelan Hallinan Diamond & Jones, PC, hereby certify that on September 28, 2020, I did serve a copy of the proposed to each of the above captioned parties by e-filing and regular mail.

/s/ Miguel Zavala